

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/23/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 1 to Agreement with 4Site, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with 4Site, Inc. for Downtown Gateway, Project No. 65-11-RD03, as adopted by Resolution No. 11-403 of June 9, 2011, by Modification No. 1

11-403

Note: If amendment, please state title and number of the original

Item to be considered for: Introduction Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is to provide additional design services to include approximately 800 feet of Lowe Avenue, west of Gallatin Street, and to design a bridge over Fagan Creek at the proposed roadway for a total modification amount of \$119,672.00. An additional ninety (90) calendar days added to contract completion. New end date: June 25, 2012. Account No. 23-6500-0813-8112

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 2/3/12

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **2/23/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification No. 1**

Document Name: **Downtown Gateway/Harvard Rd Ext 65-11-RD03**

City Obligation Amount: **\$119,672.00**

Total Project Budget: **\$394,355.00**

Uncommitted Account Balance: **0**

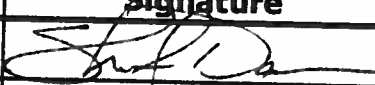
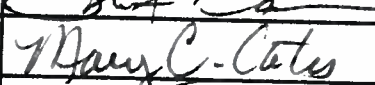

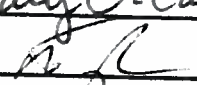
Account Number: **23-6500-0813-8112**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		2-3-12
2) Legal		2-15-12
3) Finance 		2/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 1 to the Agreement with 4Site, Inc., adopted and approved on the 9th day of June, 2011, by the City Council of the City of Huntsville, Alabama by Resolution No. 11-403, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from TWO HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$274,683.00) to THREE HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$394,355.00), including this Modification No. 1, an increase of ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$119,672.00). There are an additional ninety (90) calendar days added to contract completion. New end date: June 25, 2012. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement between City of Huntsville and 4Site, Inc. for Downtown Gateway, Project No. 65-11-RD03, as adopted by Resolution No. 11-403 of June 9, 2011" consisting of a total of two (2) pages plus forty-one (41) additional pages consisting of Attachment "A", "E-Verify Clause", and "Contractor's Affidavit-MOU" and the date of February 23, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to Agreement between
the City of Huntsville and 4Site, Inc. for
Downtown Gateway, Project No. 65-11-
RD03, as adopted by Resolution No. 11-403
of June 9, 2011

THIS MODIFICATION TO AN AGREEMENT entered in on the 9th day of June, 2011, is hereby amended by Modification No. 1 dated February 23, 2012, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (OWNER) and 4SITE, INC. (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated June 9, 2011, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change to provide additional design services to include approximately 800 feet of Lowe Avenue, west of Gallatin Street, and to design a bridge over Fagan Creek at the proposed roadway.

WHEREAS, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. 4Site, Inc. will provide for additional design services at a lump sum total contract amount of ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$119,672.00). There are an additional ninety (90) calendar days added to contract completion. New end date: June 25, 2012.
2. Item 1 shall be performed in accordance with the original agreement dated June 9, 2011, and approved by the City Council by Resolution No. 11-403, and as described in the letter from Jerry Cargile to Kathy Martin, dated November 21, 2011, shown as Attachment "A".

President of the City Council of the City of
Huntsville, AL
Date:_____

3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2012.

Notary Public
My Commission Expires: _____

ENGINEER: 4SITE, INC.

By: _____

ATTEST:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Jerry Cargile, as President, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____ 2012.

Notary Public
My Commission Expires: _____



7500 S. Memorial Pkwy, Ste 209
Huntsville, Alabama 35802
www.4siteinc.biz / 256.539.1221

November 21, 2011

Ms. Kathy Martin, PE
Engineering Department
City of Huntsville
PO Box 308
Huntsville, AL 35804

[Handwritten signature]
1/20/12

RE: COH Project No. 65-11-RD03, Downtown Gateway/Harvard Road Extension – Supplemental for additional road improvements to Lowe Avenue, and substitute of Bridge at Fagan Creek

Dear Kathy,

4Site is pleased to offer this proposed supplemental to the contract as indicated above. The proposed scope changes outlined are in accordance with our discussions. Except as specifically identified or noted, we understand that all other terms of the contract remain as indicated in the previous proposal.

The proposed supplemental includes the following items:

- Description of Proposed Changes/Modifications
- Scope of Services and Associated Fees
- Project Schedule
- Appendix "A" : Man-day estimate
- Appendix "B" : Bridge design sub-contract
- Appendix "C" : Geotechnical sub-contract

After you have had the chance to review this proposal we would be happy to answer any questions or make any modifications required prior to its acceptance. Please let me know if you need anything else.

Sincerely,

[Handwritten signature of Jerry M. Cargile]
Jerry M. Cargile PE/LEED AP
President
4Site, Incorporated



Where Civil Engineering and Landscape Architecture Meet
...bringing value to our clients and their projects

Project No. 65-11-RD03 / Lowe Ave. Improvements & Bridge Design Supplemental
Description of Proposed Changes/Modifications:

The proposed "scope modification" includes the following items:

1. **Additional Improvements to Lowe Avenue** – The portion of Lowe Avenue which is being incorporated into the alignment of Harvard Road Extension/Downtown Gateway is to be re-built as far as is practical to match as closely as possible the new street section which is proposed for the remainder of the "Gateway Boulevard." Whereas the original scope only required limited improvements (pavement overlay, and "landscape upgrades"), the "modified design" will require the complete demolition and re-construction of an additional 800 linear feet of street more or less which was not included in the original scope. Based on the existing right-of-way and boundary conditions, additional right-of-way and associated surveying will be required to accommodate the proposed design changes. The figure below shows the preliminary "schematic" for the proposed section and plan for the rebuilding of this section of Lowe.
2. **Substitution of Bridge Section for Box Culvert at Fagan Creek** – Based on flood plain development considerations and other factors the box culvert section anticipated and proposed in the original scope will be replaced by a single span bridge section. We understand that the bridge design and character is to be in conformance with the other recently constructed bridges in the downtown area. As indicated in the attached the proposed bridge consultant will be AECOM, design engineer for the recent bridges replaced. The "bridge abutment" on the north side of Fagan is proposed to be located approximately 15 feet beyond the top of the existing slope paving to accommodate some future improvement to Fagan Creek. Based on the change to a bridge design rather than boxes, additional geotechnical services will also be required for rock coring as needed to provide recommendations for the foundation design. Related to the crossing of Fagan Creek and required interaction with FEMA, we understand that as was the case in the original proposal we will be responsible for providing any necessary analysis, but that the City will review and provide any administrative work related to interacting with FEMA and/or applying for any "map revisions" including any associated applications and/or fees.

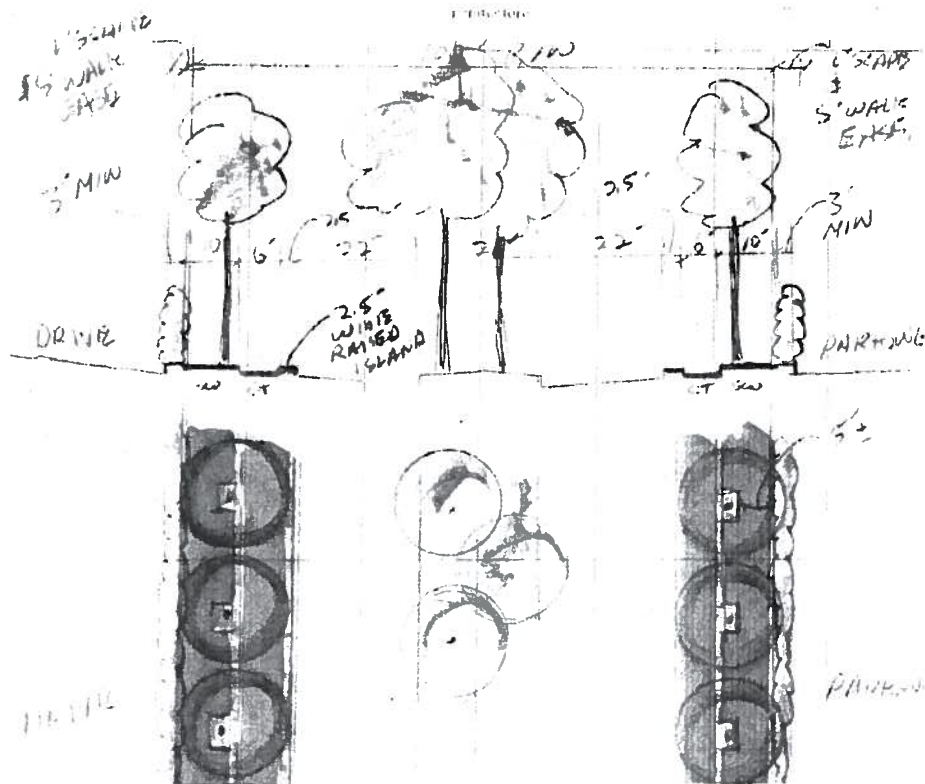


Figure 1: Preliminary Schematic Section/Plan for 100' R.O.W. – Lowe Ave Reconstruction (Not to scale)

Project No. 65-11-RD03 / Lowe Ave. Improvements & Bridge Design Supplemental**Scope of Services and Associated Fees:****Services:**

1. *Field Surveys* – Including additional boundary and control work, and limited additional topographic surveying associated with additional right-of-way required for improvements to Lowe Avenue, specifically for acquisition of a portion of the "Holiday Inn Tract" for right-of-way, and additional landscape easements along the "eastern side" of this section of Lowe.
2. *Right-of-way Maps, Tract Sketches & Deeds* – Based on the parcels now affected by the additional improvements on the north end of Lowe (east and west side), additional right-of-way and easements will be needed, requiring additional surveys and mapping not included in the original scope.
3. *Roadway Plans* – As indicated above, additional design services will be required to develop, roadway, landscape, and irrigation plans for approximately 800 linear feet of additional improvements.
4. *Bridge Plans* – As also identified above, we will provide through subcontract the necessary design services and construction documents for a bridge crossing of Fagan Creek along the proposed alignment rather than the previously indicated box culvert. Required geotechnical services for this effort will also be provided through sub-contract.

Fees:

Associated Fees are as follows:

Field Surveys.....	\$ 6,648 lump sum
Right-of-way Map, Tract Sketches and Deeds.....	\$ 4,178 lump sum
Roadway Plans.....	\$ 31,114 lump sum
Bridge Plans (Bridge Design Subcontract).....	\$ 71,802 lump sum
Bridge Plans (Bridge Geotechnical Subcontract).....	\$ 2,228 lump sum
Subconsultant Administration Expense (5%).....	\$ 3,702 lump sum
TOTAL PROPOSED SUPPLEMENTAL FEE.....	\$119,672 lump sum

Project Schedule:

Based on the change to a proposed bridge section and the additional design work at the north end of Lowe Avenue, we propose to develop a revised project schedule following authorization of the supplemental services indicated above. Dependent upon the timing of this authorization, we would anticipate final construction documents to now be completed by some time in June of 2012. I will be developing a tentative updated schedule and providing that to you shortly. As we have discussed however, depending on the required interaction with FEMA and their response, final approvals for any proposed map revisions may lag the completion of the construction documents.



Appendix "A"

Man-day estimate



11/21/2011

City of Huntsville Engineering Division

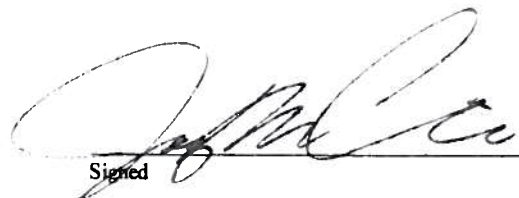
2:42 PM

Project No.	65-11-RD03
Project Name	Downtown Gateway (Harvard Road Extension) - Supplemental
Description	Supplemental Design for Bridge and Re-construction of N End of Lowe
Scope of Work	Survey, Geotechnical, Civil, Bridge Design, and Landscape
Project Length	800 LF (additional)
C.O.H. Project Engineer	Kathy Martin, PE
Engineering Consultant	4Site, Incorporated / Jerry M. Cargile, PE

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$6,648.00	\$0.00	\$6,648.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$4,178.00	\$0.00	\$4,178.00
Roadway Plans	\$31,114.40	\$0.00	\$31,114.40
Bridge Plans	\$77,731.50	\$0.00	\$77,731.50
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
GRAND TOTAL FEE			\$119,672

LABOR RATES	Effective Time Period	
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$150.00	Jerry M. Cargile, PE / Andrew L. Wharton, ASLA
Environmental Scientist		
Design Engineer	\$95.00	Matthew Gillespie, Jackie Whitacker, PE
Engineer Tech. / CADD	\$75.00	Andy Gillespie, Heath Galloway
Clerical	\$55.00	Dana Wheeler
PLS	\$120.00	Ken Mills, PLS
Survey Crew	\$125.00	Toney Manary / Joe Staggs / Clinton MacDonald


 Signed _____ Date 11/21/11

President / Principal Engineer
 Position/Title

11/21/2011

City of Huntsville Engineering Division

2:40 PM

Project No. 65-11-RD03			
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental			
Description Supplemental Design for Bridge and Re-construction of N End of Lowe			
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape			
Project Length 800 LF (additional)			
C.O.H. Project Engineer Kathy Martin, PE			
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE			
FIELD SURVEY		PLS	Engineer Survey Tech. / Crew CADD
Based on a 0 Man Crew			
Task	ESTIMATED MAN-DAYS		
Contact Property Owners	0.00	0.00	0.00
Perform Basic Control Survey	0.25	0.50	0.50
Obtain Topographic Data	0.15	0.50	0.25
Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00
Identify/Locate Utilities	0.15	0.25	0.25
Tie to Required Property Corners	0.15	2.00	0.25
Obtain Copies of Latest Deeds	0.10	0.00	0.25
Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.15	0.50	0.15
Prepare Detailed Topographical/Field Map	0.10	0.00	0.50
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	1.05	3.75	2.15

Project No. 65-11-RD03			
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental			
Description Supplemental Design for Bridge and Re-construction of N End of Lowe			
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape			
Project Length 800 LF (additional)			
C.O.H. Project Engineer Kathy Martin, PE			
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.50	\$ 1,200.00	\$ 600.00
PLS	1.05	\$ 960.00	\$ 1,008.00
Survey Crew	3.75	\$ 1,000.00	\$ 3,750.00
Engineer Tech. / CADD	2.15	\$ 600.00	\$ 1,290.00
Clerical	0.00	\$ 440.00	\$ -
	Sub-Total	\$	6,648.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
	Sub-Total	\$	-
TOTAL LABOR		\$	6,648.00

11/21/2011

City of Huntsville Engineering Division

2:42 PM

Project No. 65-11-RD03			
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental			
Description Supplemental Design for Bridge and Re-construction of N End of Lowe			
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape			
Project Length 800 LF (additional)			
C.O.H. Project Engineer Kathy Martin, PE			
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE			
ROW Map, Tract Sketches and Deeds		<div>Engineer</div> <div>Survey Tech. /</div> <div>PLS Crew CADD</div>	
Estimated number of takings= 0		ESTIMATED MAN-DAYS	
Task A: Right-of-Way Map		0.50	1.50
Task B: Tract Sketches		0.25	1.00
Task C: Deeds		0.15	0.50
Task D: Right-of-Way/Acquired Parcel Staking		0.15	0.25
		0.00	0.00
TOTALS		1.05	3.25

Note: A "Taking" is any separate piece of property acquired by the C.O.H. This includes parcels, drainage easements, construction easements, etc.

Project No. 65-11-RD03			
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental			
Description Supplemental Design for Bridge and Re-construction of N End of Lowe			
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape			
Project Length 800 LF (additional)			
C.O.H. Project Engineer Kathy Martin, PE			
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.00	\$ 1,200.00	\$ -
PLS	1.05	\$ 960.00	\$ 1,008.00
Survey Crew	1.00	\$ 1,000.00	\$ 1,000.00
Engineer Tech. / CADD	3.25	\$ 600.00	\$ 1,950.00
Clerical	0.50	\$ 440.00	\$ 220.00
Sub-Total			\$ 4,178.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL LABOR			\$ 4,178.00

11/21/2011

City of Huntsville Engineering Division

1:10 PM

Project No. 65-11-RD03							
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental							
Description Supplemental Design for Bridge and Re-construction of N End of Lowe							
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape							
Project Length 800 LF (additional)							
C.O.H. Project Engineer Kathy Martin, PE							
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE							
ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE							
TITLE SHEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INDEX SHEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TYPICAL SECTIONS							
Main Roadway	1.00	0.25	0.25	0.50	0.50	0.50	0.50
Cross Roads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	1.00	0.25	0.25	0.50	0.50	1.00	1.00
Ramps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	1.00	0.05	0.05	0.10	0.10	0.10	0.10
SUMMARY BOX SHEETS							
Roadway Pipe	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Culvert Extension, New Culvert	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Bridge Culvert Extension, New Bridge Culvert	0.25	-0.25	-0.06	-0.50	-0.13	-1.00	-0.25
Guardrail	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.25	-0.25	-0.06	-0.50	-0.13	-1.00	-0.25
Side Drain Pipe	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Signing	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Base & Pavement	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Curb & Gutter	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Slope Paving (Ditches)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ditch Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.25	0.10	0.03	0.20	0.05	0.10	0.03
Landscape & Irrigation	0.25	0.10	0.03	0.20	0.05	0.10	0.03

ROADWAY PLANS		# OF SHEETS	ESTIMATED MAN-DAYS						
			Project Engineer		Design Engineer		Engineer Tech. / CADD		
			DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	
SHEET TITLE									
PLAN & PROFILE									
Main Roadway		1.00	0.50	0.50	1.00	1.00	2.00	2.00	
Crossroads		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Detours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Retaining Walls		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Site Demolition Plan		1.00	0.25	0.25	0.50	0.50	1.00	1.00	
PAVING LAYOUT									
Main Roadway		1.00	0.25	0.25	0.50	0.50	1.00	1.00	
Crossroads		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Intersections		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
INTERCHANGES									
Geometrics		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Ramps Profiles		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Site Grading		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Cross Sections		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Signing		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TRAFFIC CONTROL									
Sequence of Construction		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Summary & notes		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Typical Section Sketches		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Signing Layout		1.00	0.15	0.15	0.25	0.25	0.50	0.50	
Special Drawings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
STRIPING & SIGNING									
Signing, Striping & Pavement Markers Layout		1.00	0.25	0.25	0.50	0.50	1.00	1.00	
Landscape Plans		2.00	0.50	1.00	1.00	2.00	1.00	2.00	
Irrigation Plans		2.00	0.50	1.00	1.00	2.00	1.00	2.00	
SIGNALIZATION									
Signal Layout (1 per site)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Traffic Analysis		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Traffic Counts (1 per site)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Signal Warrant Analysis (1 per site)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Special Details		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
UTILITY SHEETS									
Utility Sheets		2.00	0.50	1.00	0.50	1.00	1.00	2.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
DRAINAGE SECTIONS									
Pipe&Culvert X-Sect./Profiles		1.00	0.25	0.25	0.50	0.50	1.00	1.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LIGHTING									
Plan Layout		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Special Details		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
EROSION CONTROL									

11/21/2011

City of Huntsville Engineering Division

1:10 PM

ROADWAY PLANS SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Erosion Control Layout	1.00	0.25	0.25	0.50	0.50	1.00	1.00
Erosion Control Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS							
Main Roadway	3.00	0.15	0.45	0.25	0.75	0.50	1.50
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	22.00		6.08		10.84		16.40
REVIEW MEETINGS							
Design Criteria/Kickoff			0.00		0.00		0.00
30% Review			0.25		0.50		2.00
60% Review			0.25		0.50		1.00
90% Review			0.25		0.50		1.00
Stormwater Permits			0.00		0.00		0.00
Drainage Report			0.00		0.00		0.00
Cost Estimates			0.15		0.50		0.50
Design Hearing			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
SUB-TOTAL			0.90		2.00		4.50
TOTAL MAN-DAYS			6.98		12.84		20.90

Project No. 65-11-RD03			
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental			
Description Supplemental Design for Bridge and Re-construction of N End of Lowe			
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape			
Project Length 800 LF (additional)			
C.O.H. Project Engineer Kathy Martin, PE			
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	6.98	\$ 1,200.00	\$ 8,376.00
Design Engineer	12.84	\$ 760.00	\$ 9,758.40
Engineer Tech. / CADD	20.90	\$ 600.00	\$ 12,540.00
Clerical	1.00	\$ 440.00	\$ 440.00
Sub-Total			\$ 31,114.40
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ -
TOTAL LABOR			\$ 31,114.40

11/21/2011

City of Huntsville Engineering Division

1:10 PM

Project No. 65-11-RD03			
Project Name Downtown Gateway (Harvard Road Extension) - Supplemental			
Description Supplemental Design for Bridge and Re-construction of N End of Lowe			
Scope of Work Survey, Geotechnical, Civil, Bridge Design, and Landscape			
Project Length 800 LF (additional)			
C.O.H. Project Engineer Kathy Martin, PE			
Engineering Consultant 4Site, Incorporated / Jerry M. Cargile, PE			
Fee Proposal (Bridge Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.00	\$ 1,200.00	\$ -
Design Engineer	0.00	\$ 760.00	\$ -
Engineer Tech. / CADD	0.00	\$ 600.00	\$ -
Clerical	0.00	\$ 440.00	\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
AECOM Bridge Design for Fagan Creek			\$ 71,802.00
OMI - Geotech Supplemental for Rock coring at bridge			\$ 2,228.00
			\$ -
Subconsultant Administration Expense (5%)			\$ 3,701.50
Sub-Total			\$ 77,731.50
TOTAL LABOR			\$ 77,731.50

Appendix "B"

Bridge Design Sub-Contract





AECOM
3800 Colonnade Parkway
Suite 400
Birmingham, AL 35243-2349
www.aecom.com

205 970 1443 tel
205 970 7784 fax

Mr. Jerry Cargile, PE
4-Site Incorporated
7500 S. Memorial Parkway, Suite 209
Huntsville, Alabama 35802

November 15, 2011

**Subject: Proposal for Bridge Design Services
Harvard Road Extension over Fagan Creek
City of Huntsville, Alabama**

Dear Mr. Cargile:

Please find attached our REVISED proposal to provide professional bridge design services on Harvard Road Extension over Fagan Creek. Attached are our man-day and fee estimate, understood project scope and assumptions used to prepare the estimate.

The personnel assigned to the project will be as follows:

<u>Classification</u>	<u>Name</u>
Project Manager	Keith Kelley, PE
Bridge Engineer	Keith Kelley, PE
Bridge QC/QA	Mark Pearson, PE
Structural Details/CADD	Mike Buckner

We appreciate the opportunity to work on this project with 4-Site Incorporated and the City of Huntsville. Please call me with any questions or comments about this proposal.

Respectfully Submitted,

R. Keith Kelley, P.E.
Bridge Engineer

Cc: file



AECOM
3800 Colonnade Parkway
Suite 400
Birmingham, AL 35243-2349
www.aecom.com

205 970 1443 tel
205 970 7784 fax

Harvard Road Extension over Fagan Creek Bridge Design Project Scope and Assumptions

General Scope and Assumptions

1. AECOM required submittals:
 - A Type, Size and Location (TS&L) bridge plan (30%).
 - A 90% complete bridge plan set, design and quantity calculations, and a cost estimate will be submitted at the final review conference (90%).
 - 100% construction bridge plans with a final construction cost estimate will be submitted after all 90% review comments are resolved.
2. ALDOT specifications and standard drawings will be used in preparing the plan set.
3. All client bridge plan submittals will be performed by 4-Site.

Bridge Design

1. The bridge will be a single span structure approximately 125' long utilizing prestressed-precast Bulb Tee concrete girders.
2. The bridge plan set will be included in the project plan set by 4-Site.
3. Utilities will not be attached to the bridge structure.
4. The bridge cross section will match the roadway section supplied by 4-Site (to be determined).
5. AASHTO Standard Specifications for Highway Bridges 17th Edition will be used for design. HS20 truck loading will be the design vehicle.

Services Provided by Others

1. Utility, sanitary sewer, and storm sewer design, relocation and coordination will be performed by others.
2. The roadway, erosion control, and traffic control design plans will be completed by 4-Site.
3. All required permits will be acquired by others.
4. Required survey will be supplied by 4-Site.
5. Bridge geotechnical and foundation recommendations reports will be supplied by others.
6. Hydraulic and scour data will be supplied by others.

11/15/2011

ALABAMA DEPARTMENT OF TRANSPORTATION

8:46 AM

Consultant: AECOM

Submittal Date:

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

PROJECT NO: 0

DESCRIPTION:

Harvard Road Extension over Fagan Creek

COUNTY:

Madison

SHEET TITLE	NO OF SHEETS	CONSULTANT ESTIMATED MANDAYS			
		ENGR days/sheet	TOTAL DAYS	TECH days/sheet	TOTAL DAYS
Preliminary Bridge Layout (TS&L)	<input type="text" value="1"/>	<input type="text" value="3"/>	3	<input type="text" value="3"/>	3
Index, Notes, Quantities, & Required	<input type="text" value="1"/>	<input type="text" value="2"/>	2	<input type="text" value="1"/>	1
Bridge General Plan & Elevation	<input type="text" value="1"/>	<input type="text" value="2"/>	2	<input type="text" value="2"/>	2
Foundation Layout	<input type="text" value="1"/>	<input type="text" value="2"/>	2	<input type="text" value="2"/>	2
SUBTOTAL	4		9		8
BRIDGE SUPERSTRUCTURE DESIGN & DETAIL					
Span Details	<input type="text" value="1"/>	<input type="text" value="2"/>	2	<input type="text" value="3"/>	3
Girder Details	<input type="text" value="1"/>	<input type="text" value="2"/>	2	<input type="text" value="3"/>	3
Bearings, Daphragms, Miscellaneous Details	<input type="text" value="1"/>	<input type="text" value="2"/>	2	<input type="text" value="3"/>	3
SUBTOTAL per SPAN	3		6		9
Number of individual spans/girders requiring design and detail	<input type="text" value="1"/>				
SUBTOTAL	3		6		9
Will bridge be in horiz. curve or superelevation/transition? Enter "y" for yes, enter "n" for no	<input type="text" value="y"/>				
Incremental (1/10 point) Elevations (when required)	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="1"/>	1
BRIDGE SUBSTRUCTURE DESIGN & DETAIL					
Abutment Details	<input type="text" value="1.5"/>	<input type="text" value="2"/>	3	<input type="text" value="3"/>	4.5
Number of individual abutments requiring design and detail	<input type="text" value="2"/>				
SUBTOTAL	3		6		9
Bent Details	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
Number of individual bents requiring design and detail	<input type="text" value="0"/>				
SUBTOTAL	0		0		0
Complexity Effort - (entered as mandays) additional effort required for architectural details and severe skew			<input type="text" value="5"/>		<input type="text" value="5"/>
Meetings and Reviews			<input type="text" value="5"/>		
SHOP DRAWING REVIEW					
Prestressed Girders, Handrail			<input type="text" value="1"/>		
TOTALS - Total # Shts	11	Engr Days	33	Tech Days	32

11/15/2011

ALABAMA DEPARTMENT OF TRANSPORTATION

8:46 AM

FEE COMPUTATIONS FOR BRIDGE PLANS

Consultant: **AECOM**PROJECT NO:
DESCRIPTION:
COUNTY:**0****Harvard Road Extension over Fagan Creek
Madison**

EMPLOYEE WAGES:

Project Manager (10% of Engineer)							
>>>>>>>>	3.30	Days		\$441.04	per Day	=	\$1,455.43
Engineer	33.00	Days	x	\$441.04	per Day	=	\$14,554.32
Technician	32.00	Days	x	\$247.76	per Day	=	\$7,928.32
				TOTAL DIRECT LABOR			\$23,938.07
Combined Overhead (%) >>>>>	157.97 %		x	\$23,938.07		=	\$37,814.97
				SUBTOTAL COSTS		=	\$61,753.04
				Out-of-pocket expense**		=	\$683.50
				PROFIT (15%)		=	\$9,365.48
				TOTAL BRIDGE FEE		=	\$71,802.02

**See Grand Total Fee sheet

11/15/2011

Alabama Department of Transportation

8:46 AM

Project No. _____ County <u>Madison</u> Description <u>Martin Road over Indian Creek</u> Scope of Work <u>Bridge Replacement</u> Project Length <u>0.00 Miles</u>					
Consultant <u>AECOM</u>					
Out-of-pocket Expenses (Bridge Plans)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Bham to Huntsville	5	220	\$0.550	\$	605.00
	0	0	\$0.550	\$	-
	0	0	\$0.550	\$	-
	0	0	\$0.550	\$	-
Total Mileage Cost					\$ 605.00
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$	-
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$	-
Travel allowance (12 hour trips)	0	0	\$30.00	\$	-
Travel allowance (overnight)***	0	0	\$75.00	\$	-
				\$	-
Total Subsistence Cost					\$ -
Total Travel Cost					\$ 605.00
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
30% (TS&L)	5	5	25	\$ 0.50	\$ 12.50
60% Submittal	5	11	55	\$ 0.50	\$ 27.50
90% Submittal	5	11	55	\$ 0.50	\$ 27.50
100% Submittal	2	11	22	\$ 0.50	\$ 11.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 78.50
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 683.50
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Appendix "C"

Geotechnical Sub-Contract



OMI, Inc.

November 18, 2011

4Site, Inc.
7500 South Memorial Parkway
Suite 209
Huntsville, Alabama 35802

ATTN: Mr. Jerry Cargile

SUBJECT: Supplemental Request for Subsurface Exploration and
Geotechnical Engineering Study
Harvard Road Extension/Downtown Gateway
Bridge Foundations
Huntsville, Alabama
OMI Job No. 6092

Gentlemen:

OMI, Inc., understands that the proposed concrete culvert on this project will now be a single span concrete bridge. OMI has been authorized to perform services for this project based on OMI Proposal No. P-3636 by Mr. Jerry Cargile of 4Site, Inc. This supplemental request accounts for changes to the scope of services incurred by substitution of a bridge for the proposed culvert at Fagan Creek. The following is an outline of the additional scope required for the bridge portion of this project.

PROJECT INFORMATION

OMI understands that 4Site has been working with the City of Huntsville to develop a new alignment that extends Harvard Road to Lowe Avenue. The new alignment will also affect Davis Circle and Pelham Drive. Approximately 1,500-ft of new road will be required for the alignment. Plans are preliminary at this time but the road is expected to be divided four lane. The alignment will also include a study of about 2,000-ft of existing roadway including 600-ft of Lowe Avenue from the proposed intersection to Williams Avenue. OMI understands that no new traffic signals will be installed at this time.

4Site, Inc.
OMI Job No. 6092
November 18, 2011
Page 2

A concrete lined drainage flume, Fagan Creek, exists along the south side of Lowe Avenue that is about 12-ft deep. Plans were to construct a concrete box culvert to cross the flume. Current plans are to construct a single span girder style bridge to cross the existing concrete flume without disturbing the existing drainage structure. Bridge layout and plans are preliminary but it is expected to be about 130-ft long and 100-ft wide. The bridge is located in a horizontal curve which will cause the abutments to be about 150-ft wide.

SCOPE OF SERVICES

The original scope included six borings for the culvert and time for providing soil bearing mat foundation recommendations. OMI understands that driven H-piles are planned at this time. Therefore, four borings to rock are proposed for the new layout with each boring being continued 20-ft using rock coring equipment. Specifically, OMI proposes the following services.

New Bridge

Rock bearing driven H-piles are planned to support the new bridge. Two borings are proposed at each abutment and twenty feet of rock be cored from each boring. Rock is estimated to be 30-ft to 50-ft below the surface.

Anticipated laboratory tests include natural moisture content tests, unconfined compression tests, sieve analysis, and Atterberg limits tests on soil samples and unconfined compression tests on rock core samples. D50 tests are not expected because the creek flows within a concrete flume.

SCHEDULE

OMI was authorized on November 2, 2011 to proceed with the original contract, except that portion related to the Fagan Creek crossing continuing north to Williams Avenue. The following schedule

OMI, Inc.

4Site, Inc.
 OMI Job No. 6092
 November 18, 2011
 Page 3

is in reference to the scope for the bridge study including field testing, laboratory testing, analysis, and reporting.

Based on the current drilling schedule, OMI can mobilize to the site in about five working days after authorization to proceed. The field testing is expected to take six to eight days to perform, depending on weather and difficulty providing access to the site. Laboratory testing is expected to take approximately eight days. OMI will keep you informed during the field and laboratory phases of the work and will provide preliminary recommendations and evaluations of the conditions as work progresses.

Analysis and reporting is expected to take ten to fifteen additional days, but will depend upon information obtained regarding structural loads and alternatives requested by the client.

COST

OMI, Inc., will provide the additional scope of work for the associated cost or credit. Actual field conditions may dictate a change in the scope of work; however, the total budget will not be exceeded without prior authorization.

FAGAN CREEK CROSSING – ADDITIONAL SCOPE	
Soil Test Borings – 2 to 50-ft @ \$11-ft CREDIT	-\$1,100.00
Setup for rock coring – 4 locations @ \$150 each	\$600.00
Set casing – 4 borings to 50-ft @ \$5-ft	\$1,000.00
Rock coring – 4 borings to 20-ft each @ \$40-ft	\$3,200.00
Water hauling – 4 hours @ \$125-hour	\$500.00
Laboratory testing (moisture content, Atterberg limits, sieve analyses, unconfined compression) CREDIT	-\$1972.00
TOTAL ADDITIONAL COST	\$2,228.00

OMI, Inc.

4Site, Inc.
OMI Job No. 6092
November 18, 2011
Page 4

AUTHORIZATION


To authorize OMI, Inc., to provide these supplemental services, please execute and return the attached Work Authorization Sheet. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this project.

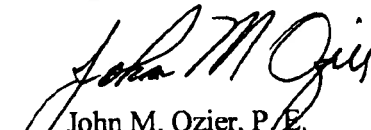
* * * * *

OMI, Inc., appreciates the opportunity to provide these services to 4Site, Inc. and City of Huntsville. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,

OMI, Inc.


John W. Corbell, P.E.
Staff Engineer


John M. Ozier, P.E.
Senior Engineer

Distribution: 1 Copy to Addressee via email

Attachments: General Conditions
Work Authorization Sheet

OMI, Inc.

Contractor's E-Verify Clause and Affidavit

Effective January 1, 2012, this notice shall be included in all contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

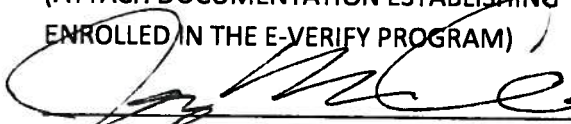
State of Alabama

County of Madison

Before me, a notary public, personally appeared Jerry M. Cargile (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President (state position) for 4Site, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

 Signature of Affiant

Sworn to and subscribed before me this 23 day of January, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

 Signature and Seal of Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 12, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Company ID Number: 347315

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and 4Site, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 347315

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer 4Site, Inc.

Jerry Cargile

Name (Please Type or Print)

Title

Electronically Signed

07/30/2010

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

07/30/2010

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	4Site, Inc.
Company Facility Address:	7500 Memorial Parkway SW
	Suite 209
	Huntsville, AL 35802-2232
Company Alternate Address:	
County or Parish:	MADISON
Employer Identification Number:	631252791



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North American Industry Classification Systems Code:	541
Parent Company:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • ALABAMA 1 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Dana S Wheeler	Fax Number:	(256) 539 - 1220
Telephone Number:	(256) 539 - 1221 ext. 300		
E-mail Address:	dwheeler@4siteinc.biz		
Name:	Jerry M Cargile	Fax Number:	(256) 539 - 1220
Telephone Number:	(256) 539 - 1221 ext. 301		
E-mail Address:	jcargile@4siteinc.biz		